

MEMORANDUM OF UNDERSTANDING

San Bruno Teamsters Public Employees Division Local 350 (hereinafter "bargaining unit") and representatives of City of San Bruno (hereinafter "City") have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of employees in the representation unit listed in Section 1, have exchanged freely information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.) and has been jointly prepared by the parties.

This Memorandum of Understanding is a compilation of the previous Memorandum of Understanding with modification as approved pursuant to Resolution 1987-28 and Resolution 1990-11 and 1990-25 and Resolution 1995-44 for the period commencing February 1, 2001, (unless otherwise specified as to particular sections within) and ending January 31, 2005.

Section 1. Recognition

Bargaining unit is recognized as the majority representative as provided in the City's Employer-Employee Relations Resolution No. 1970-20, adopted March 23, 1970, for all employees assigned to the classifications set forth in Appendix "A", which is attached and made a part hereof; provided, however, that the foregoing shall be inapplicable in the event such recognition is revoked pursuant to said resolution, or in the event such recognition is revoked pursuant to Section 27 of this Memorandum of Understanding, or for any employee who has timely exercised the right to represent himself/herself pursuant to statute.

Section 2. Open Shop and Dues Deduction

Section 2.1 Open Shop and Dues Deduction

(a) Any regular full-time or regular part-time employee occupying a position classification which is covered by this Memorandum of Understanding may become a member of the Union. An employee who does not choose to become a member of the Union shall not be entitled to representation by the Teamster's Union.

(b) The Union shall indemnify and hold the City harmless from any cost of liability

resulting from any and all claims, demands, suits, or any other action arising from the operation of this provision or from the use of the monies remitted to the Union, including the costs of defending against any such actions or claims. The Union agrees to refund to the City any amounts paid to it in error.

(c) The City agrees to deduct on a biweekly basis the periodic membership dues and agency fees from the paycheck of each employee who voluntarily executes and delivers to the City a valid dues checkoff authorization form. Voluntary checkoff authorization for Union dues/ agency fees which were executed prior to the execution of this Memorandum shall remain in full force and effect.

(d) Effective with the approval of this Memorandum of Understanding, the City Finance Director will accept a new dues deduction authorization form from employees in the representation unit covered by the Memorandum of Understanding. This form shall be as follows:

"I, the undersigned, voluntarily authorize by this writing the City of San Bruno to deduct from my wages and to transmit to TEAMSTER LOCAL NO. 350 any and all sums of money certified by Local 350 to be payable by me for membership dues or agency fees which are presently due and which shall become due from month to month uniformly imposed by said Local Union."

"This authorization is to remain in effect for a period of twelve (12) months from the date of execution and shall be automatically renewed from year to year thereafter, unless I notify the above-named Union and Employer in writing within twenty (20) days prior to the annual renewal dates that such authorization be terminated."

(e) The Union shall hold the City of San Bruno and its officers and employees, including but not limited to the City Finance Director, harmless for following the instructions contained in such dues deduction authorizations. The City shall deliver revocations of membership to the Union on a bi-weekly basis and include verification that receipt was by registered mail. Initiation fees will not be considered a special assessment.

(f) The City shall not be required to modify the amounts deducted from the employee paychecks for dues or fees more than once in each calendar year.

(g) The City shall not be required to collect any special assessments or similar short-time changes in rate.

(h) In the event of an occurrence of a job action, as defined in this Memorandum of Understanding, the City may terminate dues deduction.

Section 2.2 Communications with Employees

The bargaining unit shall be provided suitable space on bulletin boards at each work location for posting notices concerning official bargaining unit business.

Section 2.3 Advance Notice

Except in cases of emergency as provided below in this subsection, the bargaining unit, if affected, shall be given reasonable advanced written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet and confer with the appropriate management representatives prior to adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the City may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter, bargaining unit shall be provided with the notice described in the preceding paragraph and be given the opportunity to meet and confer with the appropriate management representatives.

Section 3. City Rights

(a) The City shall retain the full rights of management and the direction of its business and operations, except as expressly limited and set forth in writing in this MOU. Wherein a subject matter is covered by the MOU, the City will act in accordance with those sections.

(b) Nothing herein shall be construed to require the City to meet and confer on matters which are solely the function of management and which are not otherwise provided in this Memorandum of Understanding. The rights of the City through its Council and management include, but are not limited to, the following:

(1) To exclusively determine the mission of its constituent departments, commissions, and boards;

(2) To set standards of service for the various City departments;

(3) To determine the procedures and standards of selection for promotion and employment;

(4) To establish grooming standards;

(5) To lay off its employees from duty because of lack of work ~~and~~ or other legitimate reasons;

(6) To maintain the efficiency of governmental operations;